

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Ashland Licensing and Intellectual Property LLC</td> <td></td> <td>06/11/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>ISP Investments Inc.</td> <td></td> <td>06/11/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Ashland Licensing and Intellectual Property LLC		06/11/2012	CORPORATION: DELAWARE	ISP Investments Inc.		06/11/2012	CORPORATION: DELAWARE		
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<table border="1"> <tr> <td>Name:</td> <td>The Bank Of Nova Scotia</td> </tr> <tr> <td>Street Address:</td> <td>720 King Street West</td> </tr> <tr> <td>Internal Address:</td> <td>4th Floor Mailroom</td> </tr> <tr> <td>City:</td> <td>Toronto</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M5V2T3</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CANADA</td> </tr> </table>		Name:	The Bank Of Nova Scotia	Street Address:	720 King Street West	Internal Address:	4th Floor Mailroom	City:	Toronto	State/Country:	CANADA	Postal Code:	M5V2T3	Entity Type:	CORPORATION: CANADA
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CORRESPONDENCE DATA															
<p>Fax Number: 6147904268  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 614 790 4684        Email: ddsmith@ashland.com        Correspondent Name: Mark A. Montana        Address Line 1: 5200 Blazer Parkway        Address Line 4: Dublin, OHIO 43017</p>															
ATTORNEY DOCKET NUMBER:	SUPPTMSECAGR061112														

CH \$65.00 85633932

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Mark A. Montana
Signature:	/MARK A. MONTANA/
Date:	06/18/2012

Total Attachments: 3

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## Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of June 11, 2012, by Ashland Licensing and Intellectual Property LLC and ISP Investments Inc. (the "Pledgors"), in favor of THE BANK OF NOVA SCOTIA, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of August 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Pledgors granted to the Administrative Agent a lien on the Pledgors' Intellectual Property Collateral;

WHEREAS, the Pledgors have acquired the additional Trademarks listed on Schedule I attached hereto; and

WHEREAS, pursuant to Section 3.6 of the Security Agreement, the Pledgors are required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Pledgors shall otherwise agree.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the

Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

**SECTION 5. Counterparts.** This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Supplemental Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement.


**SECTION 6. Governing Law.** This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, each Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ASHLAND LICENSING AND  
INTELLECTUAL PROPERTY LLC, as  
Pledgor**

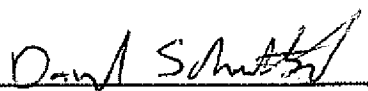
AMS By:   
Name: Lynn P. Freeman  
Title: Treasurer

**ISP INVESTMENTS INC., as Pledgor**

AMS By:   
Name: Lynn P. Freeman  
Title: Treasurer

Accepted and Agreed:

**THE BANK OF NOVA SCOTIA,  
as Administrative Agent**

By:   
Name: DAVID SCHWARTZBARD  
Title: DIRECTOR

SCHEDULE I  
to  
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Ashland Licensing and Intellectual Property LLC	85/633932	UltraBlade
ISP Investments Inc.	85/626,979	TBMF-SURE